

**January 08, 2013
City Commission Room, 700 N. Jefferson, Junction City KS 66441**

**Mayor Pat Landes
Vice Mayor Jim Sands
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken**

1. 7:00 P.M. CALL TO ORDER

[Special](#) Workshop concerning the Flint Hills Metropolitan Planning Organization.

2. ADJOURNMENT

Backup material for agenda item:

Special Workshop concerning the Flint Hills Metropolitan Planning Organization.

City of Junction City

City Commission

Agenda Memo

January 8, 2013

From: Gerry Vernon, City Manager
To: City Commission
Subject: MPO Formation Discussion

Objective: Special workshop to provide information concerning various documents associated with the formation of the Flint Hills Metropolitan Planning Organization.

Explanation of Issue: The MPO Interim Policy Board has met several times to develop the necessary committees and supporting documents for the permanent MPO. The Designated Policy Board and the Technical Advisory Committee are the two groups associated with the MPO. The documents include: Designation Agreement, Fiscal Agreement, and Designated Policy Board By-Laws.

Stephanie Watts, KDOT Transportation Planner, will present the various documents, provide explanation, and answer questions. However, she also must attend the Manhattan City Commission meeting later that night so she will have to leave by 8:00 p.m. David Yearout will also be available to provide additional information.

The Designation Agreement and Fiscal Agreement will be considered by the Commission on January 15th.

I have also invited the Geary County Commission to attend if they are available.

Recommendation – No recommendation required.

MPO 101



FLINT HILLS METROPOLITAN PLANNING ORGANIZATION

What is the Metropolitan Planning Process...



A Process of Informed Decision-Making

- Continuing, Cooperative and Comprehensive (3-C)
- Multimodal Planning Process
- Results in the development of a long range plan and short term program
- Promotes a safe and efficient transportation system that serves **people** and **freight**
- Encourages the use of asset management principles and techniques
- Establishes goals (typically in terms of desired system conditions and performance)
- Assesses needs (both current and future)
- Defines priorities (such as projects, strategies, or actions to be implemented)
- Assesses the impacts of investment decisions (forecasted and/or realized)
- Is lead by an MPO

A Metropolitan Planning Organization...



- Has the authority of Federal law
- Is a representative group of stakeholders
- Leads the transportation planning process for the metropolitan area
- Is the region's policymaking organization responsible for prioritizing transportation initiatives
- Carries out the metro transportation planning process in cooperation with the State DOT and transit operators

MPO Structure



- An MPO is required to have a decision-making “policy body”
- Beyond this, there is no required structure for an MPO, but most are made up of:
 - Policy Board
 - Technical Advisory Committee
 - MPO director and staff

MPO Policy Board



- Consists of:
 - Local elected officials
 - Transportation operators
 - KDOT
 - Representatives from other entities (as appropriate)
- Takes approval actions
- Sets regional long-term transportation policy and approves plans
- Prioritizes and programs specific transportation initiatives for funding
- Created by the Designation Agreement

Technical Advisory Committee



- Staff-level committee which provides technical analysis, specialized knowledge, and input on specific issues
- Key players include: City and County engineers and planners, regional stakeholders, KDOT, transit, freight, university representative, bike-pedestrian advocate.....

Role of MPO Staff



- Provide information and technical support to the Policy Board and TAC
- Prepare required documents
- Foster interagency coordination
- Facilitate public input and feedback
- Manage the planning process

Metropolitan Transportation Plan



- Multimodal plan outlining the region's transportation system goals and priorities over the next 20 years
- Identifies where the region is (existing conditions), where it wants to go (goals and priorities) and how it's going to get there (project identification and recommendations)
- Contains a financial plan and is fiscally constrained
- Updated every 5 years
- Comparable to a city or county Comprehensive Plan

Transportation Improvement Program



- A staged, multi-year, intermodal program of prioritized transportation initiatives consistent with the MTP
- Contains a financial plan and is fiscally constrained
- The TIP must contain all federally funded and regionally significant projects
- An initiative not listed in the TIP cannot receive FHWA or FTA funds
- Must be updated at least every 4 years, but can be amended at any time
- Comparable to the CIP

Unified Planning Work Program



- Outlines how the Consolidated Planning Grant (CPG) funds will be utilized during the calendar year
- Identifies tasks and activities to be performed by the MPO staff and/or consultants
- Serves as the operating budget for the MPO
- Updated every year

Public Participation Plan



- Outlines MPO goals, activities and process pertaining to public outreach activities
 - Public comment periods
 - Outreach efforts
 - Advertising methods and time periods for new documents or amendments

Consolidated Planning Grant (CPG)



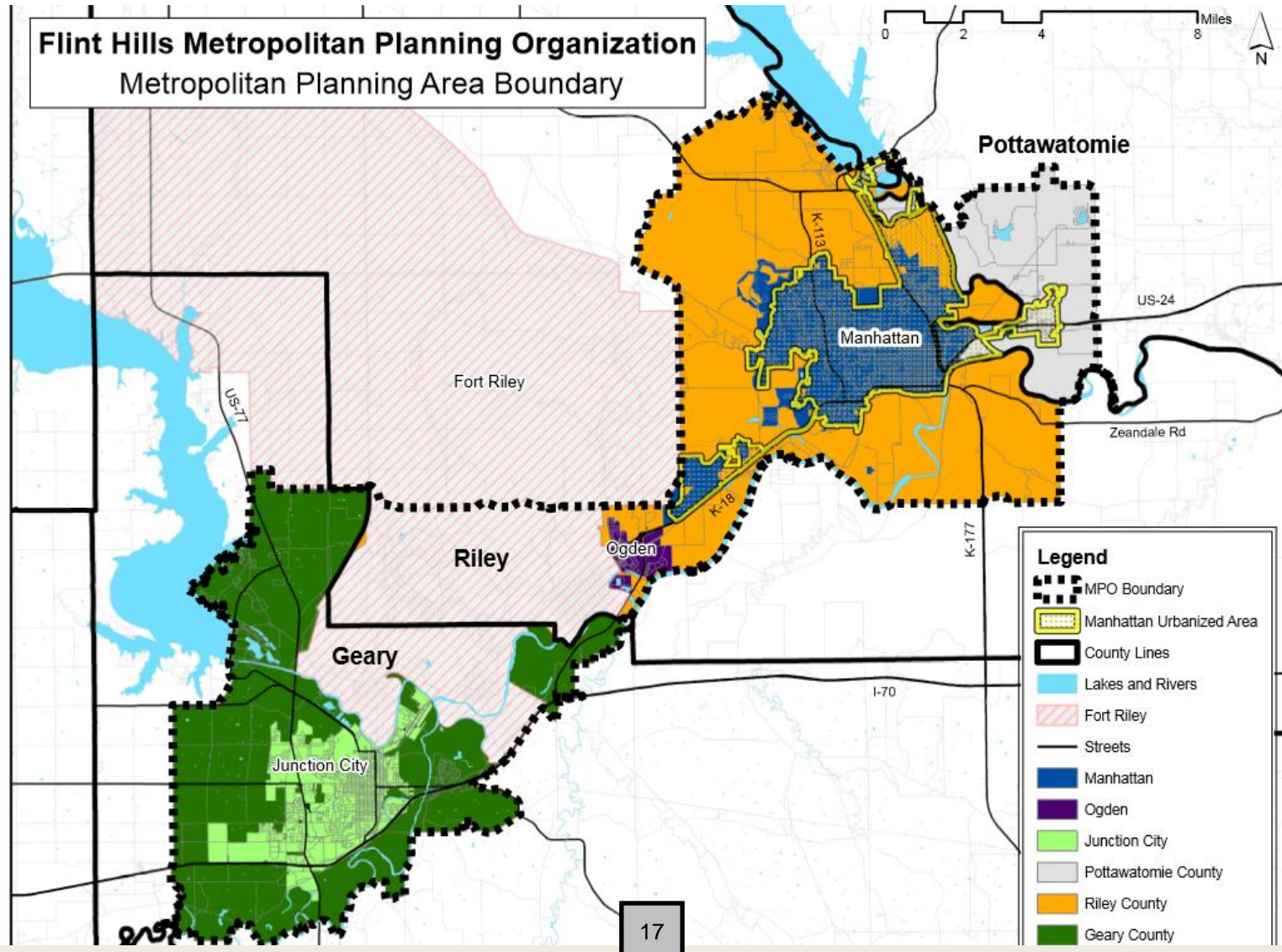
- CPG comprised of FHWA PL funds and FTA 5303
- Used for MPO operating expenses, staff salaries, completing core documents and other transportation planning activities and projects
- Will receive approximately \$160,000 from KDOT in 2013
- Requires a 20% local match

Metropolitan Planning Area Boundary



- The Metropolitan Planning Area Boundary (MPA) must include:
 - The entire Urbanized Area, as defined by the census
 - Plus any area expected to become urbanized in the next 20 years
- The MPO is responsible for the transportation planning activities in the entire MPA
- Map on following slide

MPO Planning Area



Designation Agreement



- Creates the MPO by designating the Policy Board Members
- Must be signed by the Governor along with the central city (Manhattan) and jurisdictions representing at least 75% of the affected population

Fiscal Agreement



- Not required by KDOT or Federal law
- Outlines the fiscal responsibilities of each jurisdictions
- States the voting structure for all financial related decisions
- Will be signed by each jurisdiction and the MPO

**Flint Hills Metropolitan Planning Organization
DESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING**

This Flint Hills Metropolitan Planning Organization Designation Agreement for Cooperative Transportation Planning (this Agreement) is entered into by and among the Kansas Department of Transportation (KDOT), the City of Manhattan, Riley County, Pottawatomie County, City of Junction City and Geary County (collectively referred to as the "Parties"), effective as of the _____ day of _____, 2013.

WHEREAS, federal law requires a continuous, comprehensive and cooperative transportation planning process (3-C process) to be undertaken in urbanized areas with populations greater than fifty-thousand persons; and

WHEREAS, the City of Manhattan was directed in 2012 to create a Metropolitan Planning Organization (MPO) containing the Manhattan urbanized area to carry out a continuous and comprehensive transportation planning process in cooperation with the Kansas Department of Transportation; and

WHEREAS, in 2013 the Governor of Kansas designated the Flint Hills Metropolitan Planning Organization (Flint Hills MPO) for the Manhattan urbanized area; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, *et seq.*, enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage, and the Parties desire to enter into this Agreement pursuant to said act; and

WHEREAS, Kansas law, K.S.A. 68-402, enables the Secretary of Transportation to perform all acts required of a state agency to obtain all benefits of federal transportation legislation; and

WHEREAS, Riley County, Pottawatomie County, Geary County, the City of Manhattan, the City of Junction City, and the Kansas Department of Transportation desire to designate the Flint Hills MPO as the MPO for the Manhattan urbanized area.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. Pursuant to 23 C.F.R. § 450.310(h) the Secretary of the Kansas Department of Transportation (the Governor's designee for Title 23 matters), Riley County, Pottawatomie County, the City of Manhattan (Central City), the City of Junction City, and Geary County, which are the affected

local units of government representing at least 75% of the entire population in the Metropolitan Planning Area (MPA) boundary, agree to and hereby designate the Flint Hills Area Metropolitan Planning Organization (Flint Hills MPO) as the MPO for the Manhattan urbanized area. The Parties further desire to create the Flint Hills MPO Transportation Policy Board (Board) as the governing body of the Flint Hills MPO. The Parties hereby establish the MPA boundary as described on Exhibit A, attached hereto and incorporated herein by reference. Subject to the approval of the Governor of Kansas or designee, the Board shall have the authority to modify and amend the MPA boundary pursuant to the procedures established in the *Transportation Policy Board Bylaws* to reflect urbanized growth over the course of time and when so modified and amended it shall be deemed to replace Exhibit A without written amendment to this Agreement.

2. This Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan transportation planning activities under 23 U.S.C. § 134, or until superseded by a new designation agreement per 23 C.F.R. § 450.310(f), or as otherwise provided by law.
3. The Flint Hills MPO shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts reasonably necessary to carry out the purposes of this Agreement. The Parties shall not be deemed to have any legal relationship to the Flint Hills MPO nor any responsibility for the actions, or omissions, of the Flint Hills MPO.
4. The Flint Hills MPO shall be governed by the Board, and the voting members of the Board, to serve as the forum for cooperative decision-making, shall include:
 - a. 1 City of Manhattan Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
 - b. 1 Riley County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - c. 1 Pottawatomie County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - d. 1 City of Junction City Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
 - e. 1 Geary County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - f. 1 representative from KDOT as appointed by the Secretary of Transportation, to serve at the pleasure of the Secretary; and,
5. The non-voting members of the Board shall include:
 - a. 1 representative from the Federal Highway Administration (FHWA) Kansas Division Office selected by the Division Administrator;

- b. 1 representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator; and
 - c. 1 representative from Fort Riley selected by the Garrison Commander.
 - d. 1 representative from any voting local jurisdiction, as identified in paragraph 4 above, determined by the Board to be a non-contributing member pursuant to the Fiscal Agreement.
6. Actions of the Board regarding financial decisions shall be governed by the following:
- a. All budget-related decisions regarding MPO core work products (those activities required by federal law or the activities that support the development of those products) using the Jurisdictions' local match, shall be subject to the following:
 - 1) These actions shall require approval by a 2/3 vote of the total votes of the Board; and,
 - 2) The votes of the Board members shall be weighted, as follows:
 - a) The City of Manhattan representative shall have three (3) votes;
 - b) The City of Junction City representative shall have two (2) votes; and
 - c) All other representatives shall have one (1) vote.
 - b. Financial decisions relating to non-core work products, which are activities that are elective and are not needed to complete the MPO core work products, shall be subject to the following:
 - 1) These actions shall require approval by a 7/9 vote of the total votes of the Board; and,
 - 2) The votes of the Board members shall be weighted as set forth above.
7. In addition to the appointment of the individual to serve as a member of the Board, each of the above jurisdictions may also appoint an individual to serve as an alternate member and such person shall so serve whenever the primary appointment is unable to be present at meetings.
8. As per 23 C.F.R. § 450.310(l), any revisions to the composition of the Board, which do not make a substantial change in the proportion of voting members on the Board, may be incorporated into the bylaws.
9. The purpose of this Agreement is for cooperative decision-making regarding transportation planning for the MPA boundary in accordance with 23 U.S.C. § 134.
10. The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of Federal planning funds for the federal share of authorized Unified Planning Work Program expenditures, with the balance (the nonfederal share) to be provided for by the other parties to this Agreement (the "Locals") as described in a separate Fiscal

Agreement. Local assessments for Flint Hills MPO operations and activities will be provided to Flint Hills MPO by the Locals based on the Fiscal Agreement between Flint Hills MPO and the Locals. In the case of any conflict between this Designation Agreement and the Fiscal Agreement, this Designation Agreement will control.

11. The Board shall be responsible for the preparation of an annual Unified Planning Work Program and budget for the Flint Hills MPO, based on the financing provided in paragraph 10. Any change regarding the budget or expenditure of Flint Hills MPO funds shall be approved by the Board in accordance with the Fiscal Agreement.
12. The membership of the Board and any of its sub-committees will be reviewed following the adoption of any new federal transportation legislation and following any changes to the MPA boundary.
13. The staff services of Flint Hills MPO, as provided for in the annual Unified Planning Work Program shall be performed by the Flint Hills MPO staff under the direction of the Board. The Flint Hills MPO shall be solely responsible for the hiring, retention, supervision, discipline, training, termination, acts and omissions of its staff. The Board may choose to provide such services through a contractual relationship with the Flint Hills Regional Council or other independent agency.
14. The Board may designate a Fiscal Agent and through a separate agreement with the Fiscal Agent identify the financial, operational, and administrative responsibilities of both Flint Hills MPO and the Fiscal Agent.
15. The Board shall approve all bylaws governing the Flint Hills MPO operations to carry out the transportation planning requirements. This includes the bylaws for the Board as well as its subcommittees. Bylaws for the Board shall be created and approved by the Board within six (6) months of the enactment of this Agreement. Those bylaws shall specify Board meeting requirements, formation process for Flint Hills MPO subcommittees, and other items needed to assist the Flint Hills MPO with carrying out the 3-C (continuing, comprehensive, cooperative) regional transportation planning process. All bylaws approved by the Board are to be consistent with this Agreement. Until such time as bylaws for the Board are approved, the KDOT representative on the Board shall serve as Chairman and manage the Board meetings.
16. The Board shall enter into such agreements on behalf of the Flint Hills MPO with any entities as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
17. It is further understood that this Agreement shall be binding upon the Secretary of Transportation, the City of Manhattan, Riley County, Pottawatomie County, Geary County, and the City of Junction City and their successors in office.
18. This Agreement is not intended to create any substantive rights or responsibilities for anyone, whether or not a party to this Agreement, over and above those created and conferred by federal or state law.
19. Upon the Effective Date, this Agreement shall remain in effect as long as federal law requires the designation of an MPO to carry out metropolitan planning activities under 23 U.S.C. § 134,

or until superseded by a redesignation agreement, or upon revocation by the Parties in accordance with the method described in 23 C.F.R. § 450.310, or as otherwise provided by law.

20. Upon any future redesignation of a new MPO, any property owned by the Flint Hills MPO shall be transferred to the new MPO. Upon revocation of the designation, any property owned by the Flint Hills MPO will be disposed of in accordance with federal law when applicable or as otherwise agreed to by the Parties to this Agreement.
21. Each of the Parties to this Agreement represents and warrants they have authority to execute this agreement. This Agreement may be executed in two or more counterparts, and each executed counterpart shall be effective as a complete document.
22. The Parties shall execute this Agreement and submit it to the Attorney General of the State of Kansas for approval. Thereafter, the Parties shall file an original of this Agreement with the Register of Deeds of Riley County, Kansas; Register of Deeds of Pottawatomie County, Kansas; and Register of Deeds of Geary County, Kansas; and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto. This Agreement shall become effective upon the earlier of the approval of the Attorney General or, if not sooner disapproved, 90 days after submission to the Attorney General, and that date shall be inserted on page 1 of this Agreement (the "Effective Date").

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IN WITNESS WHEREOF, the Cities, Counties, and KDOT have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF _____ 2013, BY THE KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King
Secretary of Transportation
Kansas Department of Transportation

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APPROVED THIS _____ DAY OF _____ 2013, BY THE GOVERNING BODY OF THE CITY
OF MANHATTAN, KANSAS

Name (Printed): _____
Mayor
City of Manhattan

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY
COMMISSIONERS OF RILEY COUNTY, KANSAS

Name (Printed): _____
Chairman
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

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APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY
COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

Name (Printed): _____
Chairman
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

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APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY
COMMISSIONERS OF GEARY COUNTY, KANSAS

Name (Printed): _____
Chairman
Geary County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

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APPROVED THIS _____ DAY OF _____ 2013, BY THE GOVERNING BODY OF THE CITY
OF JUNCTION CITY, KANSAS

Name (Printed): _____
Mayor
City of Junction City

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

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APPROVED PURSUANT TO K.S.A. 12-2904

(date)

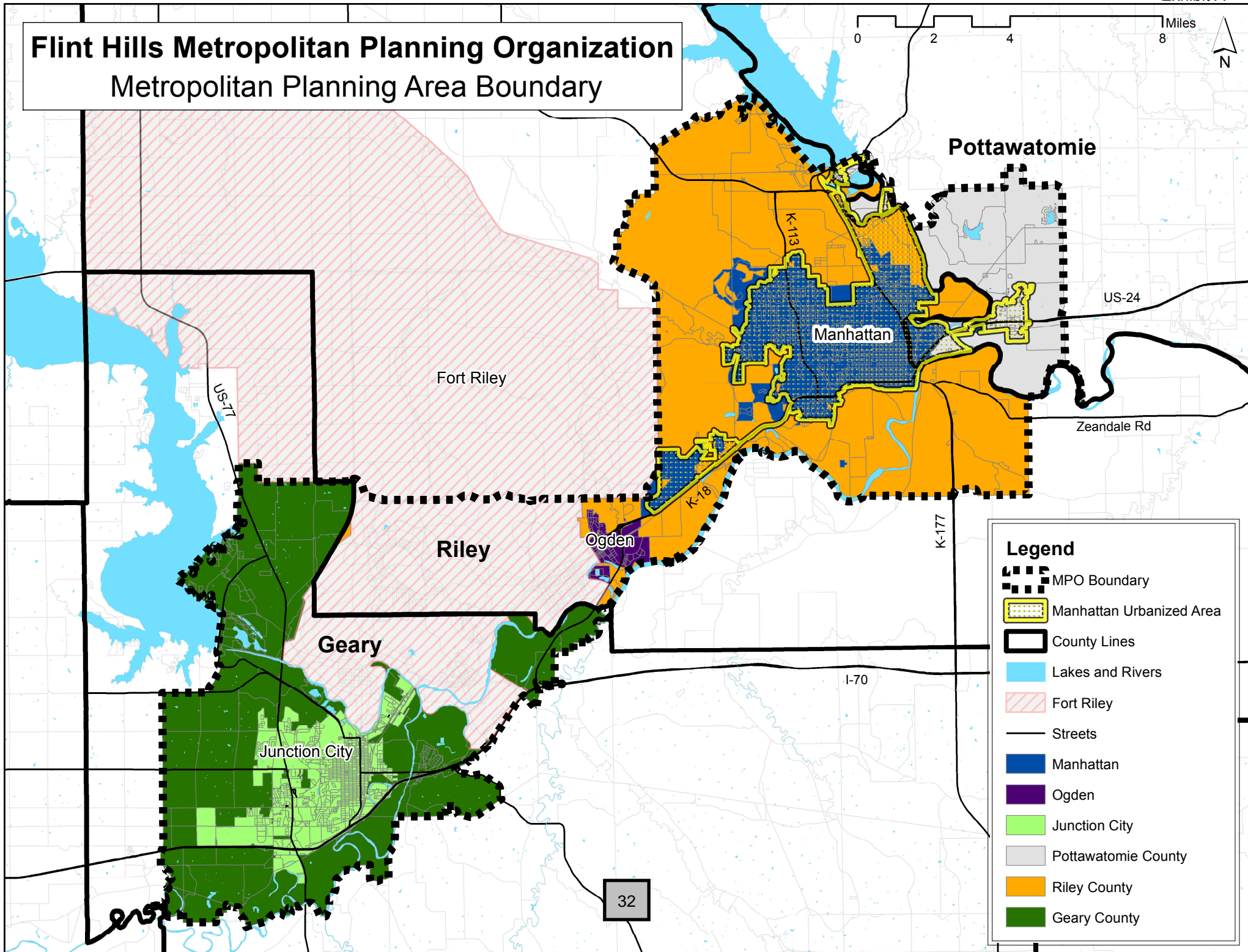
OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF KANSAS

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Flint Hills Metropolitan Planning Organization

Metropolitan Planning Area Boundary

0 2 4 8 Miles



**FISCAL AGREEMENT
BETWEEN THE FLINT HILLS METROPOLITAN PLANNING ORGANIZATION AND
ITS MEMBER JURISDICTIONS**

THIS FISCAL AGREEMENT (the “Agreement”) is hereby entered into this _____ day of _____, 2013, by and among the Flint Hills Metropolitan Planning Organization (hereinafter called the “MPO”), and by MPO Member Jurisdictions, City of Manhattan, Kansas, Riley County, Kansas, Pottawatomie County, Kansas, City of Junction City, Kansas and Geary County, Kansas (hereinafter called “Jurisdictions”) (jointly called the Parties).

WHEREAS, The MPO is the designated Metropolitan Planning Organization for the Manhattan urbanized area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

WHEREAS, The MPO is a legally independent government entity distinct from any of its Jurisdictions and is governed by the Transportation Policy Board (hereinafter called the “Board”); and

WHEREAS, the MPO receives operating assistance through federal transportation planning funds identified annually in a Consolidated Planning Grant Agreement (CPG) between the MPO and the Kansas Department of Transportation (KDOT) which requires a local match to access such funds; and

WHEREAS, The MPO wishes to obtain certain financial support from its Jurisdictions in providing local match and to supplement the operations of the MPO, when necessary; and

WHEREAS, the Jurisdictions agree to provide local, non-federal funding to the MPO to meet the local match requirement for federal transportation planning funds identified in the CPG Agreement and to, as may be needed from time to time, supplement deficiencies in annual operating expenses experienced by the MPO, and

WHEREAS, the MPO will annually adopt a Unified Planning Work Program (UPWP) that budgets the amount of CPG funds and local match funds that will be utilized during the calendar year.

NOW, THEREFORE, be it declared that the purpose of this Agreement is to define the financial contributions provided to the MPO by the participating Member Jurisdictions and to act as the Fiscal Agreement identified in the Flint Hills Metropolitan Planning Organization Designation Agreement for Cooperative Transportation Planning (the “Designation Agreement”).

Article 1 FINANCIAL/IN-KIND CONTRIBUTIONS

- a. The Jurisdictions agree to make financial contributions to the MPO, sufficient to satisfy the MPO's UPWP, after taking into consideration any funds the MPO receives from KDOT pursuant to the CPG. The portion of the total contribution applicable to each member jurisdiction shall be based upon the portion of that Jurisdiction's population within census blocks in the Metropolitan Planning Area ("MPA"), as compared to the total population of the census blocks in the MPA as defined within the Designation Agreement (the "Funding Formula"). Currently, those percentages are, as follows: Manhattan—60%; Junction City—27%; Pottawatomie County—3%; Riley County—7%; and, Geary County—4%. Those percentages shall be modified upon any changes to the MPA and/or the release of new decennial census counts from the U. S. Census Bureau.
- b. In 2013, upon adoption of the UPWP, the MPO shall invoice each Jurisdiction for the local match amount that each Jurisdiction is responsible for providing to the MPO. Each Jurisdiction shall pay the local match in full within 30 days of receipt of the invoice from the MPO. In subsequent years, the MPO shall, on or before June 1 of each year, provide to each of the Jurisdictions, its maximum UPWP budget estimate for the following year, the amount of funds expected to be received through the Consolidated Planning Grant, and the estimated maximum amount of local match contributions provided by the Jurisdictions for the following year. The MPO shall, on or before January 1 of each year, provide each Jurisdiction with the final UPWP for that year, and shall invoice each Jurisdiction for the final amount of the Jurisdiction's contribution for that year, provided that the final amount of the Jurisdiction's contribution shall not exceed the prior June 1 estimate.
- c. Each Jurisdiction shall pay its applicable contribution to the MPO in two equal semi-annual installments, due on or before April 1 and September 1. Full and on-time payment of the required contribution will keep the Jurisdiction in Good Standing with the MPO, and will entitle the Jurisdiction to the full benefits and privileges of that standing. Failure to make full and on-time payments will result in that Jurisdiction being declared not in Good Standing and any such Jurisdiction shall lose voting privileges on the Board and have its locally funded projects not included in the program of prioritized transportation projects and initiatives, as adopted by the MPO, and which contain all regionally significant and federally funded projects (the "TIP"). The MPO shall take whatever action is necessary to enforce this provision.
- d. In addition, if a Jurisdiction remains without Good Standing for two, or more, consecutive years, the MPO, with the Governor's consent, shall redesignate the MPO to remove such Jurisdiction from the MPA boundary and the MPO, except no Jurisdiction may be so removed if such removal would cause the MPO to fall out of compliance with federal law. Any Jurisdiction that is not in Good Standing will not be reinstated with Good Standing until it has brought all required contributions current.

- e. In lieu of required financial contributions, any Jurisdiction may make “in-kind” contributions, subject to the following:
 - i. No “in-kind” contribution shall cause the Jurisdiction’s financial contributions to fall below the required cash local match;
 - ii. No “in-kind” contribution shall cause the MPO to realize a shortfall in cash needed to meet the UPWP;
 - iii. The contributing Jurisdiction must certify the value of its “in-kind” contribution and the MPO must agree with such value.

Article 3 PAYMENTS

The MPO shall designate a Fiscal Agent to function as an official depository for the receipt, deposit, and disbursement of MPO, state, federal, local, and other funds entrusted to the MPO; to solicit and receive funds from Jurisdictions as per this agreement; to provide for a fiscal accounting and record system; and to provide for an annual audit thereof.

All contributions required hereunder will be made payable to the MPO for deposit to a segregated account attributable and accountable to only the Board as governing body of the MPO and will be administered by the Fiscal Agent. The Board will have the sole authority to release any and all funds from this account.

The MPO will retain any surplus funds and or any interest earned and accrued on the balances of the MPO account. The Board shall apply surplus funds and the interest earned to offset funding requirements for the Jurisdictions in future UPWPs, in proportional amounts according to the Funding Formula.

Article 4 DURATION AND TERMINATION

This Agreement shall commence on the date parties have signed the Agreement and shall remain in effect until such time it is revised or superseded by a new Agreement or in the event that the MPO no longer serves in the capacity of the Metropolitan Planning Organization for the Manhattan urbanized area.

If the MPO is dissolved, all local match cash on hand that was contributed by the Jurisdictions will be returned to the Jurisdictions within 30 days of the dissolution of the MPO, in proportional amounts according to the Funding Formula.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF _____ 2013, BY THE FLINT HILLS
METROPOLITAN PLANNING ORGANIZATION

[name]
Chair
Flint Hills Metropolitan Planning Organization Policy Board

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APPROVED THIS _____ DAY OF _____ 2012, BY THE GOVERNING BODY OF
THE CITY OF MANHATTAN, KANSAS

[name]
Mayor
City of Manhattan

APPROVED AS TO FORM:

ATTEST:

[name]
City Attorney

[name]
City Clerk

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APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

[name]
Chairman
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

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APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

[name]
Chairman
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

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APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS

[name]
Chairman
Geary County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2012, BY THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS

[name]
Mayor
City of Junction City

APPROVED AS TO FORM:

ATTEST:

[name]
City Attorney

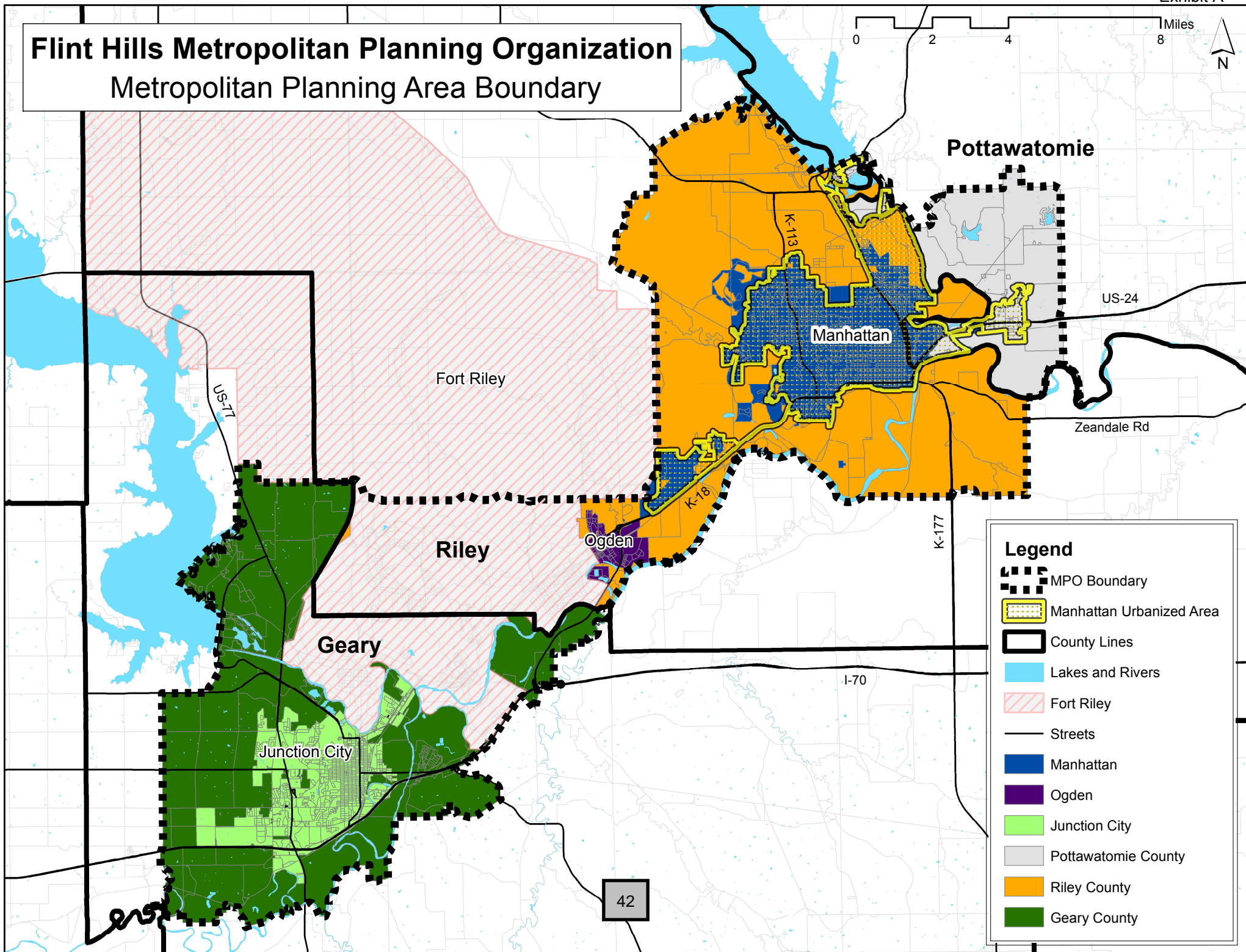
[name]
City Clerk

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Flint Hills Metropolitan Planning Organization

Metropolitan Planning Area Boundary

0 2 4 8 Miles



| Description | Flint Hills MPO | | | | |
|------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | 2013 | 2014 | 2015 | 2016 | 2017 |
| Salaries and Benefits | \$105,108 | \$135,547 | \$130,534 | \$133,145 | \$135,808 |
| Transportation Planner (W&B) | \$63,060 | \$84,080 | \$85,762 | \$87,477 | \$89,226 |
| MPO Director (W&B) | \$28,683 | \$35,108 | \$28,087 | \$28,648 | \$29,221 |
| Administrative Assistant (W&B) | \$13,365 | \$16,359 | \$16,686 | \$17,020 | \$17,360 |
| Operational Expenses | \$14,700 | \$9,000 | \$13,000 | \$8,000 | \$8,000 |
| Telephone/Internet Service | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| Postage | \$500 | \$500 | \$500 | \$500 | \$500 |
| Advertising | \$500 | \$1,000 | \$1,000 | \$500 | \$500 |
| Computer Hardware | \$5,000 | \$0 | \$0 | \$0 | \$0 |
| Software* | \$2,000 | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| Printing and Photocopying Services | \$200 | \$1,000 | \$5,000 | \$500 | \$500 |
| Office Equipment | \$2,000 | \$0 | \$0 | \$0 | \$0 |
| Office Supplies | \$250 | \$250 | \$250 | \$250 | \$250 |
| Misc Goods | \$250 | \$250 | \$250 | \$250 | \$250 |
| Travel and Training | \$3,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 |
| Consultant Services | \$11,000 | \$276,000 | \$216,000 | \$1,000 | \$1,000 |
| Independent Legal Services** | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| Travel Demand Model (TDM)*** | \$10,000 | \$200,000 | \$90,000 | \$0 | \$0 |
| On-Call Modeling**** | \$0 | \$0 | \$0 | \$0 | \$0 |
| Metropolitan Transportation Plan | \$0 | \$75,000 | \$125,000 | \$0 | \$0 |
| TOTAL | \$130,808 | \$420,547 | \$359,534 | \$142,145 | \$144,808 |

*The Software expenses will depend on which programs MPO Staff is running.

**The MPO is not required to have legal council. A local jurisdiction may also provide this service in-kind.

***KDOT has offered to provide approximately \$100,000 worth of work in developing the TDM.

****KDOT will assistance for the first few years with annual updates of the TDM given there isn't an unreasonable amount of work.

| SUMMARIES | 2013 Proposed | 2014 Proposed | 2015 Proposed | 2016 Proposed | 2017 Proposed |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|
| ***TOTAL MPO EXPENDITURES | \$ 130,808 | \$ 420,547 | \$ 359,534 | \$ 142,145 | \$ 144,808 |
| CPG Carryover Balance from Previous Year | \$ - | \$ 55,191 | \$ - | \$ - | \$ 46,122 |
| Consolidated Planning Grant (Federal Share 80%) | \$ 159,838 | \$ 159,838 | \$ 159,838 | \$ 159,838 | \$ 159,838 |
| Local Match Required (20%) based on Expense | \$ 26,162 | \$ 39,960 | \$ 39,960 | \$ 39,960 | \$ 28,962 |
| Unspent Federal Funds | \$ 55,191 | \$ - | \$ - | \$ 46,122 | \$ 90,114 |
| Additional Local Funds Needed | \$ - | \$ 165,558 | \$ 159,737 | \$ - | \$ - |

| Jurisdiction | % of MPA Population | 2013 Proposed | 2014 Proposed | 2015 Proposed | 2016 Proposed | 2017 Proposed | Total Contribution | Avg/Year |
|---------------------|------------------------|--------------------|---------------------|---------------------|--------------------|--------------------|-----------------------|---------------------|
| Manhattan | 59.9% | \$15,666.44 | \$123,070.66 | \$119,584.49 | \$23,929.01 | \$17,343.11 | \$299,593.73 | \$59,918.75 |
| Junction City | 26.7% | \$6,997.92 | \$54,973.49 | \$53,416.28 | \$10,688.67 | \$7,746.86 | \$133,823.23 | \$26,764.65 |
| Pottawatomie County | 3.1% | \$814.77 | \$6,400.59 | \$6,219.28 | \$1,244.49 | \$901.97 | \$15,581.10 | \$3,116.22 |
| Riley County | 6.7% | \$1,750.60 | \$13,752.20 | \$13,362.65 | \$2,673.88 | \$1,937.96 | \$33,477.30 | \$6,695.46 |
| Geary County | 3.6% | \$931.94 | \$7,321.01 | \$7,113.63 | \$1,423.45 | \$1,031.68 | \$17,821.70 | \$3,564.34 |
| TOTAL | 100% | \$26,161.68 | \$205,517.95 | \$199,696.34 | \$39,959.50 | \$28,961.58 | \$500,297.05 | \$100,059.41 |

| | | Flint Hills MPO 2013 UPWP Budget | | |
|--------------------|---|----------------------------------|---------------------------------|----------------------------------|
| UPWP Task/Sub-Task | Description | Total CPG Project | Funding Sources | |
| | | | CPG Funded Activities | Non-CPG Funded Activities |
| | | | Federal CPG funds + local match | Federal, State or Locally funded |
| 1.0 | MPO Support and Administration | \$ 82,972.36 | \$ 82,972.36 | |
| 1.1 | General Program Administration | \$ 54,644.67 | \$ 54,644.67 | |
| | Salaries and Benefits (S&B) | \$ 39,944.67 | \$ 39,944.67 | |
| | Total Operating Expenses | \$ 14,700.00 | \$ 14,700.00 | |
| | Telephone/Internet Service | \$ 1,000.00 | \$ 1,000.00 | |
| | Postage | \$ 500.00 | \$ 500.00 | |
| | Advertising | \$ 500.00 | \$ 500.00 | |
| | Computer Hardware | \$ 5,000.00 | \$ 5,000.00 | |
| | Software | \$ 2,000.00 | \$ 2,000.00 | |
| | Printing and Photocopying Services | \$ 200.00 | \$ 200.00 | |
| | Office Equipment (furniture) | \$ 2,000.00 | \$ 2,000.00 | |
| | Office Supplies | \$ 250.00 | \$ 250.00 | |
| | Misc Goods | \$ 250.00 | \$ 250.00 | |
| | Mileage Reimbursement | \$ 2,000.00 | \$ 2,000.00 | |
| | Consultant Services: Independent Legal Services | \$ 1,000.00 | \$ 1,000.00 | |
| 1.2 | UPWP and Budget (S&B) | \$ 12,042.67 | \$ 12,042.67 | |
| 1.3 | TPB and TAC Meeting Support (S&B) | \$ 12,132.01 | \$ 12,132.01 | |
| 1.4 | Professional Development, Education, and Training | \$ 4,153.00 | \$ 4,153.00 | |
| | Salaries and Benefits | \$ 3,153.00 | \$ 3,153.00 | |
| | Travel and Training Expenses | \$ 1,000.00 | \$ 1,000.00 | |
| 2.0 | Public Involvement (Salaries and Benefits) | \$ 15,765.02 | \$ 15,765.02 | |
| 3.0 | Long Range Planning (Salaries and Benefits) | \$ 19,459.01 | \$ 19,459.01 | |
| 3.1 | Travel Demand Model | \$ 19,459.01 | \$ 19,459.01 | |
| | Salaries and Benefits | \$ 9,459.01 | \$ 9,459.01 | |
| | Consultant Services: Travel Demand Model | \$ 10,000.00 | \$ 10,000.00 | |
| 4.0 | Transportation Improvement Program (TIP) (S&B) | \$ 12,612.01 | \$ 12,612.01 | |
| | TOTAL | \$ 130,808.39 | \$ 130,808.39 | |

| Total 2013 UPWP Funding Breakout | Cash Outlay for Eligible Costs Incurred | | |
|----------------------------------|---|--------------------|---------------------|
| | Federal Funds | Local Funds | Total |
| CPG Project | | | |
| | \$104,646.71 | \$26,161.68 | \$130,808.39 |
| Non-CPG Funding | \$0.00 | \$0.00 | \$0.00 |
| UPWP Total | \$104,646.71 | \$26,161.68 | \$130,808.39 |

Flint Hills MPO

| 2013 UPWP | | MPO Planner (100%) | | | MPO Director (25%) | | | Administrative Assistant (30%) | | | Total | | |
|--------------|---|--------------------|--------------------|---------------------|--------------------|--------------------|---------------------|--------------------------------|--------------------|---------------------|-------------|--------------------|---------------------|
| | | Hours | Percentage of Time | Dollar Amount (S&B) | Hours | Percentage of Time | Dollar Amount (S&B) | Hours | Percentage of Time | Dollar Amount (S&B) | Hours | Percentage of Time | Dollar Amount (S&B) |
| 1.0 | MPO Support and Administration | 624 | 40% | \$25,224 | 433 | 100% | \$28,683 | 520 | 100% | \$13,365 | 1577 | 63% | \$67,272 |
| 1.1 | General Program Administration | 156 | 10% | \$6,306 | 347 | 80% | \$22,947 | 416 | 80% | \$10,692 | 919 | 37% | \$39,945 |
| 1.2 | UPWP and Budget (S&B) | 156 | 10% | \$6,306 | 87 | 20% | \$5,737 | 0 | 0% | \$0 | 243 | 10% | \$12,043 |
| 1.3 | TPB and TAC Meeting Support (S&B) | 234 | 15% | \$9,459 | 0 | 0% | \$0 | 104 | 20% | \$2,673 | 338 | 13% | \$12,132 |
| 1.4 | Professional Development, Education, and Training | 78 | 5% | \$3,153 | 0 | 0% | \$0 | 0 | 0% | \$0 | 78 | 3% | \$3,153 |
| 2.0 | Public Involvement (Salaries and Benefits) | 390 | 25% | \$15,765 | 0 | 0% | \$0 | 0 | 0% | \$0 | 390 | 16% | \$15,765 |
| 3.0 | Long Range Planning (Salaries and Benefits) | 234 | 15% | \$9,459 | 0 | 0% | \$0 | 0 | 0% | \$0 | 234 | 9% | \$9,459 |
| 3.1 | Travel Demand Model | 234 | 15% | \$9,459 | 0 | 0% | \$0 | 0 | 0% | \$0 | 234 | 9% | \$9,459 |
| 4.0 | Transportation Improvement Program (TIP) (S&B) | 312 | 20% | \$12,612 | 0 | 0% | \$0 | 0 | 0% | \$0 | 312 | 12% | \$12,612 |
| Total | | 1560 | 100% | \$63,060 | 433 | 100% | \$28,683 | 520 | 100% | \$13,365 | 2513 | 100% | \$105,108 |

MPO Definitions

*The items underlined are work products the MPO is responsible for completing.

Adjusted urban area boundary (UAB): the census-defined urban area boundary (UAB) identifies the urbanized area. The MPO and KDOT will work together to adjust the UAB to create more a definable urbanized area boundary. The adjusted UAB is used for functional classification and Highway Performance Monitoring System (HPMS) reporting purposes. It is ultimately approved by the MPO, KDOT and the Federal Highway Administration (FHWA).

Annual Report: At the end of each calendar year, the MPOs provide KDOT with an Annual Performance and Expenditures Report summarizing the progress made on all activities outlined in the Unified Planning Work Program.

Annual Listing of Obligated Projects: this document provides an annual report of the federal funds obligated to projects in the MPO areas during the prior federal fiscal year.

Consolidated Planning Grant (CPG): The CPG is comprised of Planning (PL) funds from the Federal Highway Administration and 5303 funds from the Federal Transit Administration. KDOT distributes the CPG funds to the MPOs by formula. The CPG funds are to be used for planning purposes and require a 20% local match.

Cooperative agreement: The MPO, KDOT and local transit provider are required to develop a cooperative agreement to determine each agency's roles and responsibilities in carrying out the MPO planning process.

Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP): CPT-HSTP identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting these needs, and prioritizes transportation services for funding and implementation. This plan must be in place in order to expend Job Access Reverse Commute, (JARC, 5316), New Freedom (NF, 5317) funds, and FTA Section 5310 funds. It varies, but some MPOs take the lead on this while other MPOs serve as partners and the Coordinated Transportation District (CTD) takes the lead.

Designation agreement: An agreement between the Governor and local jurisdictions representing at least 75% of the MPO area, including the largest city. This agreement creates the MPO and identifies the policy making body.

Environmental Justice (EJ) analysis: Environmental Justice Executive Order 12898, *Federal Actions to Address Environmental Justice (EJ) in Minority and Low-Income Populations*, is intended to ensure that communities of concern (defined as minority populations and low-income populations) are included in the transportation planning process, and to ensure that they may benefit equally from the

transportation system without a disproportionate share of its burdens. This analysis is completed with the TIP.

Federal fiscal year (FFY): October 1st –September 30th

Intelligent transportation systems (ITS) architecture: a regional ITS architecture must be developed for areas planning to deploy ITS projects. The ITS architecture should provide a specific structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region.

Limited English Proficiency (LEP) plan: Under Title VI of the Civil Rights Act of 1964, individuals who do not speak English as their primary language or who have limited ability to read, speak or understand English can be considered Limited English Proficient (LEP). The LEP Plan identifies reasonable steps the MPO can or will make to ensure LEP persons have meaningful access to the MPO's programs and activities.

Metropolitan planning area (MPA): Determined between the MPO and Governor. At a minimum it must include the urban area boundary (UAB) plus the contiguous area expected to become urbanized within the next 20 years. This is the MPO's boundary.

Metropolitan Planning Organization (MPO): the forum for cooperative transportation decision making for the metropolitan planning area (MPA). Any urbanized area over 50,000 in population is required to create an MPO. The Flint Hills MPO is the designated MPO for the greater Manhattan urbanized area.

Metropolitan Transportation Plan (MTP): A long-range, multimodal plan outlining the region's transportation system goals and priorities over the next 20 years. Contains a fiscally constrained financial plan including a list of projects likely to be implemented within the lifetime of the MTP. The MTP is updated every 5 years.

Public participation plan (PPP): defines the goals, objectives, strategies, and methods that the MPO will use to engage, inform, and request participation by the public. This outlines the amount of time various documents are required to be out for public comment and addresses how the MPO will respond to public comments. This is reviewed and updated at least every 5 years (prior to the MTP).

Urban area boundary (UAB): The census-defines the urban area boundary based on a set of criteria. The UAB serves as the area that at minimum must be contained within the MPA boundary.

Regionally significant project means a project (other than projects that may be grouped in the STIP/TIP pursuant to § 450.216 and § 450.324) that is on a facility which serves regional transportation needs (such as access to and from the area outside of the region, major activity centers in the region, major planned developments such as new retail malls, sports complexes, etc., or transportation terminals as well as most terminals themselves) and would normally be included in the modeling of a metropolitan area's transportation network, including, as a minimum, all principal arterial highways and all fixed guide way transit facilities that offer a significant alternative to regional highway travel.

Statewide Transportation Improvement Program (STIP): a staged, multiyear, statewide, intermodal program of transportation projects that is consistent with the statewide transportation plan and planning processes and metropolitan plans, TIP and processes.

Technical Advisory Committee (TAC): a staff level committee which serves an advisory role for the Transportation Policy Board (TPB). The TAC makes recommendations to the TPB and handles issues more technical in nature.

Title VI: Title VI of the Civil Rights Act of 1964 states that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs that receive federal funding

Title VI Program: The Title VI Program describes how the MPO intends to ensure that their planning process upholds Title VI and that a clear and concise complaint process is in place in the region

Transportation Policy Board (TPB): the decision-making body for the MPO which is created by the designation agreement.

Transportation Improvement Program (TIP): a four year, multimodal program of prioritized transportation projects and initiatives (comparable to a CIP). The TIP must contain all regionally significant and federally funded projects. It is recommended the TIP be updated every 2 years.

Travel Demand Model (TDM): a tool to evaluate existing traffic and future demands on the transportation system. The TDM can be used to be used to help prioritize projects and model existing and future conditions.

Unified Planning Work Program (UPWP): Is a one-year program outlining how the Consolidated Planning Grant (CPG) funds will be utilized during the calendar year. The UPWP identifies tasks and activities to be performed by the MPO and consists of a budget including both the federal CPG funds and local matching funds. The UPWP is updated every year.

MPO NEXT STEPS

Interim Policy Board Activities

- ✓ Establish Metropolitan Planning Area (MPA) boundary
- ✓ Identify Policy Board (PB) members
- ✓ Set reoccurring meeting dates for PB
- ✓ Identify Fiscal Agent
- ✓ Identify Host Agency
- Execute Designation Agreement (Approved by all jurisdictions and ready for final KDOT review February 1st)
- ✓ Draft Fiscal Agreement
- Execute Fiscal Agreement
- ✓ Identify Technical Advisory Committee (TAC) members
- Draft MOU between MPO and Flint Hills Regional Council (role of host agency, services provided, payroll, hiring, etc)

Immediate issues for Policy Board

- Approve simplified statement of work (simplified 2013 UPWP)
- Review and approve the region's projects as referenced in the STIP (2013-2016)
- Adopt Policy Board Bylaws (within 6 months of designation)

2013 milestones

- TAC members establish reoccurring meeting day/time
- Complete TAC bylaws
- Develop TIP (2014-2017) –by 3rd Quarter
- Develop 2014 Unified Planning Work Program (UPWP)
- Develop and approve Public Participation Plan (PPP)
- Establish Adjusted Urbanized Area Boundary (for Functional Classification and HPMS reporting). No later than June 1, 2014
- Begin Travel Demand Model (TDM) (have consultant under contract by Oct.1)
- Develop Cooperative Agreement with KDOT and Flint Hills aTa

- Review Highway Functional Classification for region (no deadline but would provide beneficial information for the TDM)
- Create MPO website

2014 milestones

- Initiate Metropolitan Transportation Plan (MTP)
- Develop PPP Database
- Continue working on TDM
- Begin Intelligent Transportation Systems (ITS) Architecture for MPA
- Develop 2015 Unified Planning Work Program (UPWP)
- 2013 Annual Report
- 2014 Annual Listing of Obligated Projects
- Prepare various Civil Rights documents (Title VI and LEP)

2015 milestones

- Complete MTP by 4th Quarter (has to be adopted by March 27th, 2016)
- Complete contract with TDM consultant (2nd Quarter)
- 2014 Annual Report
- Develop 2016 Unified Planning Work Program (UPWP)
- Update to the Coordinated Public Transit- Human Services Transportation Plan (CPT-HSTP)?

Flint Hills MPO

Technical Advisory Committee (TAC) Members

| Agency | Title | Current Member | Email |
|--------------------------------------|--|------------------|--|
| Flint Hills Regional Council | Interim Executive Director | Gary Stith | Gary@FlintHillsRegion.org |
| City of Manhattan | Public Works Director | Dale Houdeshell | houdeshell@cityofmhk.com |
| City of Manhattan | Community Development Director | Karen Davis | DAVIS@cityofmhk.com |
| City of Junction City | Municipal Services Director | Greg McCaffery | greg.mccaffery@jcks.com |
| City of Junction City/Geary County | Planning and Zoning Administrator | David Yearout | david.yearout@jcks.com |
| Geary County | Public Works Director | Dennis Cox | dcox@gearycounty.org |
| Riley County | Public Works Director | Leon Hobson | lhobson@rileycountyks.gov |
| Riley County | Planning and Special Projects Director | Monty Wedel | MWEDEL@rileycountyks.gov |
| Pottawatomie County | Public Works Director | Leu Lowrey | llorey@pottcounty.org |
| Pottawatomie County | Zoning Administrator | Gregg Webster | gwebster@Pottcounty.org |
| City of Ogden | Zoning Administrator | Richard Faulkner | ogdenbuildinginspector@hotmail.com |
| Flint Hills aTa | Executive Director | Anne Smith | asmith@rileycountyks.gov |
| Kansas State University | Chief of Staff & Dir. of Community Relations | Jackie Hartman | |
| Fort Riley | Garrison Commander | William Clark | |
| KS Department of Transportation | MPO Transportation Planner | Stephanie Watts | swatts@ksdot.org |
| Federal Highway Administration | Kansas Division Office | Paul Foundoukis | Paul.Foundoukis_dot.gov |
| Federal Transit Administration | Region VII Office | Joni Roeseler | Joan.Roeseler@dot.gov |
| Manhattan Bicycle Advisory Committee | Chairperson | Michael Wesch | mike.wesch@gmail.com |